From: Stuart Lamble
To: Microsoft ATR
Date: 1/24/02 8:01pm
Subject: The proposed Microsoft settlement

Greetings.

I am a resident of Melbourne, Australia, working for Monash University
as a Unix Systems Administrator.

There are a number of valid points that have been made already by
Dan Kegel, in an open letter at http://www.kegel.com/remedy/letter.html
-- being a non-US resident, I am unable to sign that letter; however,
I assure you that I would if I were permitted. A number of other points
spring to mind, and it is those that I wish to address in this email,
rather than cover the ground already more than adequately covered by
Mr. Kegel.

Section III.J.1 states that no API or Communication Protocol need be
licensed "the disclosure of which would compromise the security of a
particular installation or group of installations of anti-piracy,
anti-virus, software licensing, digital rights management, encryption
or authentication systems, including without limitation, keys,
authorization tokens or enforcement criteria".

There is at least one case in the past where protocols essential for
interoperation with Microsoft products (specifically, those implemented
by the Samba project) were not properly authenticated at the server
side. Instead, the server relied upon the *client* to request only
shares that it was authorised to request. If the client did not perform
proper authentication and validation of the request, the server would
happily provide the data requested.

Details of this vulnerability can be found at the URL
http://www.securityfocus.com/cgi-bin/vulns-item.pl?section=discussion&id=1884

Taken in the most literal sense, then, if there were such a flaw in the
implementation of some protocol in Windows 2000, Microsoft would not be
obliged to release the protocol specifications, because doing so
would compromise the system's security.. because the security is on the
client's side, not the server's side. Upon such fine points can lawyers
wriggle out of the spirit of the agreement, whilst keeping to the letter.

Secondly, section III.J.2 allows Microsoft to make certain requirements
on the licensee: specifically,

"(b) has a reasonable business need for the API, Documentation or
Communications Protocol for a planned or shipping product, (c) meets
reasonable, objective standards established by Microsoft for certifying

the authenticity and viability of its business, (d) agrees to submit,
at its own expense, any computer program using such APIs, Documentation
or Communication Protocols to third-party verification, approved by
Microsoft, to test for and ensure verification and compliance with
Microsoft specifications for use of the API or interface, which
specifications shall be related to proper operation and integrity of
the systems and mechanisms identified in this paragraph."

If I, as an individual, wish to write (for example) a word processor
which reads in Microsoft Word documents, I would require the document
format specification. However, it may be that I wish to make that program
available to all for their use as they see fit, with no formal
renumeration from the end users. In this case, it could be argued that,
as I am not involved in a business activity (as I do not intend to profit
from my activity), I could not have a reasonable business need for this
information. In addition, the third-party verification could prove to
be cost-prohibitive for all but large-scale businesses.

Finally, an observation that appears to have been overlooked by the
DoJ in its consideration: the de-facto standard for the exchange of
information between businesses is Microsoft Office -- in particular,
Microsoft Word and Microsoft Excel. I realise that this point has
been covered by Mr. Kegel; however, I feel it of sufficient importance
to raise it once more. The largest impediment to any organisation that
may wish to move away from a dependance upon Microsoft products is the
non-availability of a completely compatible, independant word processing
and spreadsheet package. There are independant products of this nature
available -- StarOffice, KOffice, and Applix are three that spring to
mind -- however, they are not able to do a completely reliable job of
converting to or from Microsoft's file formats.

The Microsoft packages are available only for Microsoft Windows, and
the Apple Macintosh. There is nothing in the agreement that covers:
  * vendors wishing to produce products compatible with the Microsoft
    Office products;
  * Microsoft's ability to withdraw, at any time, its Office products
    from the Macintosh platform;
  * Microsoft's ability to change, at any time, the file formats used
    as standard in Office; or
  * Microsoft's ability to change the pricing on Office to suit their
    own ends. For example, the Macintosh Office suite is only available
    as a single package, whilst the Windows suite is available in a
    number of bundles of varying prices. The price for the Mac suite is
    significantly greater than the low-end Windows suite, even though a
    user may only require functionality equivalent to that contained in
    the low-end Windows suite.

The competitive scene in the personal computer market would be greatly
improved were Microsoft compelled to publish, freely available to all

(or for a nominal publication and shipping cost), the complete
specification required to properly read and write all possible aspects
of Microsoft Office files. They should also be compelled to document
all the programming languages, such as VBA, that may be embedded within
such files.

I greatly appreciate the strains upon you in terms of time and other
resources. This matter is, however, of great importance to the computing
fraternity. It grieves me deeply to see the market dependant upon one
source for the de-facto standard systems, who is free to set prices as
they wish.

Finally, I should point out that in these matters, I am speaking on my
own behalf, not that of my employer.

Thank you for your time.

Regards,

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